

ACT 89 - 2024

HONORABLE BOARD OF LEGISLATORS THE COUNTY OF WESTCHESTER, NEW YORK

DRAFT
IMA ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which, if adopted, would authorize the County of Westchester (“County”) acting by and through its Department of Public Safety (“Department”), to renew an intermunicipal agreement (“IMA”) with the North Salem Central School District (“District”), whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers (the “SROs”) for the District; one to be assigned to the District’s Middle/High School and the other to be assigned to the District’s Pequenakonck Elementary School (hereinafter collectively the “Schools”). The term of the IMA will commence on the first day of school in September, 2024 and expire on the last day of school in June, 2029 (the “IMA Term”).

Your Committee is advised that by Act No. 2019-110, as amended by Act Nos. 2023-51 and 2023-161, your Honorable Board authorized the County, through the Department, to enter into an IMA with the District, pursuant to which the County would assign two (2) uniformed County police officers to serve as SROs at the Schools for a five (5) year term commencing upon the opening day of school in September, 2019 and continuing through the last day of school in June, 2024, at an agreed upon fee. Due to the overwhelming success of this program, as well as rising public safety concerns, the Department now seeks the authority of your Honorable Board to renew the IMA for an additional five (5) year term.

Your Committee has been advised that the SRO’s duties will continue to consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation

of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

Your Committee has been further advised that the SROs assigned to the Schools will provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that an SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if an SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO, as they are available from existing personnel;
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that the SROs are not at the Schools under any circumstances. Notwithstanding the foregoing, if the County is unable to assign an officer to serve as an SRO for an extended period of time, the Agreement may be terminated by the District upon thirty (30) days notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination;
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.

(h) The District will coordinate with the SRO and Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

Your Committee is advised that the IMA will also include a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

In consideration for services rendered, the District will pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Three Hundred and Thirty-Five Thousand Three Hundred Thirty-Six (\$335,336.00) Dollars, payable in two installments of \$167,668.00 each;
- (ii) for the 2025/2026 School Term, a total amount of Three Hundred and Forty-Four Thousand Five Hundred Fifty-Eight (\$344,558.00) Dollars, payable in two installments of \$172,279.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Three Hundred and Fifty-Four Thousand Thirty-Three (\$354,033.00) Dollars, payable in two installments of \$177,016.50 each
- (iv) for the 2027/2028 School Term, a total amount of Three Hundred and Sixty-Three Thousand Seven Hundred Sixty-Nine (\$363,769.00) Dollars, payable in two installments of \$181,884.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Three Hundred and Seventy-Three Thousand Seven Hundred Seventy-Three (\$373,773.00) Dollars, payable in two installments of \$186,886.50 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

Your Committee is advised that the District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving

as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

The Planning Department has advised that based on its review, the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators

Your Committee has been advised that passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board. Your Committee has carefully considered the proposed Act and recommends your Honorable Board's favorable action on the annexed Act.

Dated: _____, 2024

White Plains, New York

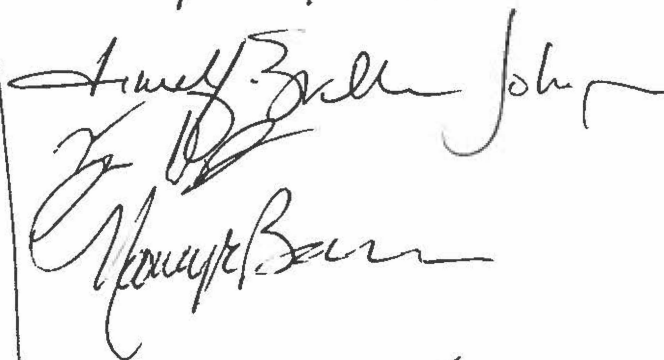


Public Safety
COMMITTEE ON

C:JPG 02.27.24



May 13th, 2024



David J. Tubiolo



Budget & Appropriations

Dated: May 13, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Colin J. Smith". The signature is written in a cursive style with a large, stylized initial "C".

FISCAL IMPACT STATEMENT

SUBJECT: School Resource Officer - North Salem NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 335,336

Total Current Year Revenue \$ 335,336

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 38-2000-1010/9230. Assign two uniformed police officers to act as School Resource Officers for the District.

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: \$0

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

Next Four Years: 2025 Expenses \$344,558 and Revenue \$344,558

2026 Expenses \$354,033 and Revenue \$354,033

2027 Expenses \$363,769 and Revenue \$363,769

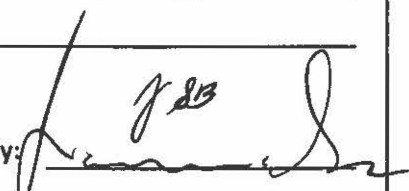
2028 Expenses \$373,773 and Revenue \$373,773

Prepared by: Siva Gopalkrishna

Title: Director of Administrative services

Department: Public Safety

Date: February 20, 2024

Reviewed By: 

Budget Director

Date: 4/9/24

An ACT authorizing the County of Westchester to renew an intermunicipal agreement with the North Salem Central School District whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers at the District's Middle/High School and at the District's Pequenakonck Elementary School for a five (5) year term.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the "County"), acting by and through its Department of Public Safety ("Department"), is hereby authorized to renew an inter-municipal agreement ("IMA") with the North Salem Central School District ("District"), whereby the County will assign two (2) uniformed County police officers to serve as School Resource Officers (the "SROs") for the District; one to be assigned to the District's Middle/High School and the other to be assigned to the District's Pequenakonck Elementary School (hereinafter collectively the "Schools"). The term of the IMA shall commence on the first day of school in September, 2024 and shall expire on the last day of school in June, 2029 (the "IMA Term").

§2. The SRO's duties shall continue to consist of working with the Schools to maintain a safe campus environment conducive to learning. The responsibilities of the SROs will include, but shall not be limited to: providing valuable resources to school staff members, fostering positive relationships with youth, helping develop strategies to resolve problems affecting youth, protecting all students so that they can reach their fullest potentials, potential threat and behavioral issue monitoring and information sharing with school officials, participate and provide guidance with school behavioral triage and threat assessment teams, assisting with school emergency management planning and multi-agency drill coordination, providing school and campus safety and security patrols, crisis intervention and response, active shooter response, counseling, mentoring and after hour wellness checks for at risk youth, participation and facilitation of educational support programs for students, parents and staff on safety and crime prevention related subjects, support arrival and dismissal safety and traffic management, and investigating allegations of criminal incidents in accordance with the Department's policies and procedures (in compliance with law, regulation or other dictate of the NYS Education Department). In addition, the SROs will work in collaboration with the Schools to address crime and disorder problems. The SROs are not permitted to conduct extended questioning of a student in the Schools unless the student's parent/guardian has been contacted and been provided an opportunity to be present.

§3. The SROs assigned to the Schools shall provide services on a full time basis eight (8) hours per day on the days that school is in session for the period commencing upon the opening of school in September through the last day of school in June of each year of the IMA Term (each, a "School Term"), in accordance with the District's annual school calendar for each School Term, subject to the following parameters:

- (a) The SROs shall check-in at the Main Office upon arrival at the Schools and check-out there at the end of their tour. The SROs will remain in radio contact provided by the District with the School's Main Office and Administrative Team throughout their tour;
- (b) The District must regularly coordinate with the SROs and the Department to implement best access procedures that will provide the SRO and the Department complete and expedient access to the Schools.
- (c) The Department, in its discretion, may reassign the SROs from the Schools at any time in the event of an emergency;
- (d) In the event that a SRO is absent on a school day, the Department will not be obligated to provide a substitute for that day. However, if a SRO should be absent for more than three (3) consecutive school days, the Department shall provide periodic school patrols or a substitute trained SRO as they are available from existing personnel.
- (e) The Department will instruct the SROs to notify the Schools, the District and the Department of any absences, anticipated or otherwise, at the earliest possible time;
- (f) The County will not be obligated to provide the District with any monetary credit for time that the SROs are not at the Schools under any circumstances. Notwithstanding the foregoing, if the County is unable to assign an officer to serve as an SRO for an extended period of time, the Agreement may be terminated by the District upon thirty (30) days notice to the County. In such event, the County shall refund to the District a prorated amount for any amounts paid by the District for the period subsequent to the date of termination;
- (g) The SROs shall consult with and coordinate activities through the School's principal or designee.
- (h) The District will coordinate with the SROs and the Department to implement informational technology access for the SRO. The SRO shall have access to the Department's Information Technology System.

The IMA shall also include a Data Privacy Plan and Parents' Bill of Rights (the "Plan"). The Plan, which is required by New York State Education Law § 2-d, would require the SRO's to employ various safeguards to protect student data and/or teacher or principal data that contain personally identifiable information ("PII").

§4. In consideration for services rendered, the District shall pay the County as follows:

- (i) for the 2024/2025 School Term, a total amount of Three Hundred and Thirty-Five Thousand Three Hundred Thirty-Six (\$335,336.00) Dollars, payable in two installments of \$167,668.00 each;

- (ii) for the 2025/2026 School Term, a total amount of Three Hundred and Forty-Four Thousand Five Hundred Fifty-Eight (\$344,558.00) Dollars, payable in two installments of \$172,279.00 each;
- (iii) for the 2026/2027 School Term, a total amount of Three Hundred and Fifty-Four Thousand Thirty-Three (\$354,033.00) Dollars, payable in two installments of \$177,016.50 each
- (iv) for the 2027/2028 School Term, a total amount of Three Hundred and Sixty-Three Thousand Seven Hundred Sixty-Nine (\$363,769.00) Dollars, payable in two installments of \$181,884.50 each; and
- (v) for the 2028/2029 School Term, a total amount of Three Hundred and Seventy-Three Thousand Seven Hundred Seventy-Three (\$373,773.00) Dollars, payable in two installments of \$186,886.50 each.

For the 2024/2025 School Term, the first installment shall be paid upon execution of the IMA and the second installment shall be paid within six (6) months of the first installment. Payment for services rendered during the remaining IMA Term will be made in two (2) equal installments, the first of which shall be made within ten (10) days of the beginning of each School Term and the second of which will be made within six (6) months of the first installment.

§5. The District shall not be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her routine duties under the IMA. The District shall, however, be responsible for any overtime pay earned by an officer serving as an SRO in connection with his or her requested additional duties outside the regularly scheduled hours under the IMA, such as District community events (i.e. sporting events, dances and after-school activities). The District shall coordinate directly with the Department regarding any additional detail request(s).

§6. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§7. This Act shall take effect immediately.

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 89 - 2024, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on May 20, 2024, and approved by the County Executive on May 21, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 21st day of May, 2024.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

